

<b>Section-03 Programs and Eligibility</b>	<b>P-0300600</b>	<b>Effective Date: 10/21/2021</b>
<b>Replaces TAWDB WIA Work Experience dated 2/20/2014 and EWB Adult and Youth Work Experience dated 2/28/2019</b>		
<b>Delaney Rea, GCWDB Chair</b>		

## **Interns and Work Experience**

In the spirit of the WIOA vision Green Country Workforce (GCW) utilizes Work Experience as an opportunity for the development of strong, vibrant regional economies where businesses thrive, and people want to live and work. The pillars of GCW’s internship program are to partner with our Top Tier Employers to provide mentorship and a healthy work environment that puts our interns on a path to earning a family sustainable wage. Our paid internships not only give the interns a view of a healthy working environment and vocation, but a visualization of the path to a family sustainable wage inspiring them to become productive members of the economy.

### **I. Adult and Dislocated Workers:**

An internship or work experience (Internship/WEX) for WIOA Adults and Dislocated Workers is an Individualized Career Service and is defined as a planned structured learning experience that takes place in the workplace for a limited period. An internship or work experience may be paid or unpaid.

**II. Youth:** For the WIOA youth program, work experience is similarly defined with the additional requirement that paid and unpaid work experience must include academic and occupational education. WIOA places a priority on providing youth with occupational learning priorities and requires local areas to spend at least 20 percent of their WIOA youth formula allocation on work experience, which may include wages and staffing costs for the development and management of work experience.

### **III. Intern and Work Experience Considerations:**

A. Wages: When determining the hourly wage, the following should be taken into consideration. This list is not intended to be all inclusive:

1. Type of work performed during the internship.
2. Skill set of the intern.
3. Skill set required for the WEX.
4. Entry level salary expectation.
5. 70% of family sustainable wage for the area.

**EQUAL OPPORTUNITY AND NONDISCRIMINATION:** All providers must comply with WIOA’s Equal Opportunity and Nondiscrimination provisions which prohibit discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title-I financially assisted program or activity. Auxiliary aids and services are available upon request to individuals with disabilities. Green Country Workforce is an equal opportunity employer/program. **BABEL NOTICE:** (29CFR 38.9(g)(3)): This document contains vital service information. If needed, call 918-796-1200 for assistance in the translation and understanding of the information in the document(s) you have received.

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B. Timesheets: Interns log their own time in the Employer of Record (EOR) timecard system. The employer site supervisor reviews and approves timecards weekly. The EOR sends emails to the employer on Mondays to review and approve timecards. The BSL logs into the timecard system on Wednesday, verifies employer approval, and downloads the individual intern's timesheet as mmddWEXTIMESHEET-f.lastname. The BSL sends the timecard to the Accounting Clerk. The Accounting Clerk compares each timecard to the EOR's invoice and uploads copies into OKJobMatch and the Customer Relationship Management (CRM) system.

C. Standard duration is a minimum 4 week / 80 hours and maximum 520 hours, without an exception granted by Business Services Director.

**IV. Employer Considerations:** Business Services Liaisons (BSL) will seek employers and worksites that are committed to help WIOA participants receive the experience and training that is required for employment beyond the training period. The employer(s) must be willing to work closely with the BSL and career managers and notify them if issues or problems occur. Employers need to have some flexibility in working with participants who have issues that may be barriers to employment (transportation, childcare, personal adjustment problems, etc.) WIOA staff will help address these issues throughout the subsidized placement and, in some cases, into long-term employment.

**V. Worksite Agreements** will be filed by Business Services Liaison on the shared drive GCWDB/Business Services/Worksite Agreements

**VI. Equal Opportunity and Nondiscrimination Statement:** All recipients, and subrecipients/subgrantees must comply with WIOA's Equal Opportunity and Nondiscrimination provisions which prohibit discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title-I financially assisted program or activity.

**VII. Action:** The Executive Director is responsible for compliance of this policy. The Executive Director is responsible for annual review and revisions if needed. Any exceptions to this policy statement will require prior written approval from the Executive Director or chair of the Green Country Workforce Development Board.

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This policy will be effective immediately upon approval of the GCWDB membership.

**ATTACHMENTS:**

1. Attachment A: WIOA Worksite Terms and Conditions
2. Attachment B: WIOA Trainee Work Plan
3. Attachment D: WIOA Work Experience Trainee Evaluation
4. Attachment E: WIOA Work Experience Worksite Orientation
5. Attachment F: WIOA Work Experience Incident Report

**Reference:**

OWDI 04-2018, Worksite Agreement

OWDI 04-2015, Youth Program

OWDI 07-2020, Adult and Dislocated Worker Program



10/21/2021

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Chair, Green Country Workforce Development Board / Date

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**PART I: WIOA Worksite Terms and Conditions**

This Agreement is to provide employment and training services to eligible youth or adults (referred to as Trainees) participating in a work experience authorized and funded under the Workforce Innovation and Opportunities Act (WIOA). Under this Agreement, Trainees will be provided work experience, which is valuable and meaningful for both Trainees and the Worksite. Work experience will be consistent with each Trainee’s capabilities and interests, and consistent with the Trainee’s Individual Service Strategy or Individual Employment Plan. Work experience will also aid in the development of skills and work habits, which will assist the Trainee in obtaining unsubsidized employment in the future.

**SECTION 1. Parties to the Agreement:**

Worksite:		Grantee:	Green Country Workforce
Address:		Address:	14002 E 21st St #825 Tulsa, OK 74134
Representative:		Representative:	
Title:		Title:	Business Services Liaison
Telephone:		Telephone:	
Start Date:		End Date:	

**SECTION 2. Responsibilities**

***Worksite Responsibilities:***

The Worksite, \_\_\_\_\_, agrees to uphold the following responsibilities:

1. Will provide meaningful, sufficient, well-planned activities designed to promote the development of positive work habits and specific skills required for obtaining future unsubsidized employment.
2. Will provide a safe, sanitary, and drug free environment, per Worksite policies and OSHA requirements.
3. Will provide adequate, full-time supervision by a qualified supervisor(s).
4. Will accurately account for the Trainee’s time and attendance.
5. Will provide sufficient equipment and/or materials to enable the Trainee to carry out work assignments.
6. Will provide job orientation to all WIOA Trainees related to work policies, job safety, and job expectations. The work policies and job expectations for WIOA Trainees must be the same as for non-WIOA workers at the site.

7. Will conduct evaluations at least three (3) times throughout the duration of the Trainee's work experience as directed by the WIOA Grantee and will notify the WIOA Grantee of any unsatisfactory performance levels.
8. The Worksite Supervisor will report any incidents involving the Trainee to the WIOA Grantee as directed by the WIOA Grantee during Worksite orientation.
9. In the event of a Worksite Injury, Worksite policies and OSHA guidelines must be followed. The Trainee, Supervisor, and authorized Worksite official will complete any necessary on-the-job injury reports and submit to the local WIOA Grantee in a timely manner so that medical claims can be processed for Worker's Compensation. NOTE: The local WIOA Grantee is the Employer of Record for the Trainee and, as such, is responsible for Worker's Compensation.
10. Will not discriminate in any manner or for any reason against any WIOA Trainee, per 29 CFR Pt.38.
11. Will ensure that all activities are in compliance with current Fair Labor Standards and State of Oklahoma Child Labor Laws. NOTE: A minor under the age of 16 years must be permitted a one (1) hour cumulative rest period for eight (8) consecutive hours worked or a 30-minute cumulative rest period for five (5) consecutive hours worked (40 O.S. § 75). Rest periods of short duration, running from 5 to about 20 minutes must be counted as hours worked (29 CFR 785.18) while longer breaks are to be counted as hours worked at the discretion of the employer.
12. No Trainee will displace current employees, result in the reduction of work hours for current employees, or be placed in position where any other individual is on layoff from the same or any substantially equivalent position.
13. No Trainee shall participate in activities that assist, promote, or deter union organizing.
14. No Trainee shall participate in any sectarian activity pertaining to religious or political doctrines, sects, denominations, or practices.
15. All rules and regulations governing the WIOA program will be upheld.

### ***WIOA Grantee Responsibilities***

The WIOA Grantee, \_\_\_\_\_, agrees to uphold the following responsibilities:

1. Will provide the Worksite supervisor(s) with an orientation to the WIOA Program prior to any Trainee being placed on the Worksite, which includes the provision of the following written materials:
  - A Worksite Orientation Packet,
  - A copy of the WIOA Worksite Terms and Conditions, and
  - A copy of the WIOA Trainee Work Plan.
2. Will maintain a list of minors under the age of 16 placed at the Worksite available for review at any time with the following information:
  - Trainee name and age,
  - Worksite where the Trainee is placed,
  - The time of opening and closing of the establishment,
  - The hours of commencing and stopping work, and
  - The time allowed for meals and/or breaks.

- A copy of the corresponding employment certificate/work permit for each individual must be attached to this list of Trainees.
3. Will inform the Trainee of grievance procedures, nepotism rules, equal pay, and non-discrimination assurances.
  4. The Trainee will be covered under the Worker's Compensation policy of the local WIOA Grantee.
  5. Will pay a wage to the Trainee as determined by the local board policy not less than current minimum wage and not to exceed a starting wage paid by the Worksite for the position in which the Trainee is placed.
  6. Will provide guidance and counseling to Trainees experiencing unsatisfactory performance.
  7. Will forward a copy of all incident reports (Attachment F) to [eoofficer@osuokc.edu](mailto:eoofficer@osuokc.edu)

### **SECTION 3. Time, Attendance, and Compensation:**

Accurate time and attendance records will be kept by the Worksite supervisor on each Trainee. Trainees will be paid only for actual hours worked, and no pay will be given for hours not worked, including lunch breaks, holidays, or other absences. Under no circumstances should any Trainee work overtime. Time and attendance may be recorded on time sheets provided by the WIOA Grantee or by the Worksite's method such as a punch time clock, computer check-in, or badge scanning system (referred to as the worksite time report). If the worksite time report is utilized, a record must be given to the WIOA Grantee at the end of each pay period and must contain the following information:

- Worksite Name,
- Worksite Address and Telephone,
- Trainee Name,
- Time In, Time Out & Total Hours Worked per Pay Period,
- Record of lunch break/rest periods 30 minutes or longer (breaks of short duration must be counted as hours worked and do not need to be recorded), and
- Worksite Supervisor signature, Trainee signature, and Date.

Time and attendance records will be signed at the end of the pay period by the Trainee and the supervisor, whose signatures will certify accuracy.

Upon request of the WIOA Grantee, the Worksite will release the Trainee for attendance at labor market orientations, career orientations, job readiness training, or other WIOA activities.

### **SECTION 4. Amendments:**

Section 9 of the WIOA Worksite Terms and Conditions is only required to be attached if a modification is made to the WIOA Worksite Terms and Conditions. Modifications may only be made to the WIOA Worksite Terms and Conditions in the event that either the Worksite Representative or the WIOA Grantee Representative change. The appropriate section of the WIOA Worksite Terms and Conditions must be completed and new signatures acquired within 30 calendar days. Modifications do not require a new agreement number. The date of the modification must be noted in the appropriate field at the top of page 1 of the WIOA Worksite Terms and Conditions. The WIOA

Worksite Terms and Conditions may only be modified two times and if additional changes need to be made after the second modification, the Worksite and WIOA Grantee must enter into a new WIOA Worksite Agreement.

**SECTION 5. Monitoring:**

It is understood that the Worksite may be monitored by the WIOA Grantee, the Local Workforce Development Board, and any State or Federal Agencies administering funds under the Workforce Innovation and Opportunity Act.

**SECTION 6. Termination of Agreement:**

This agreement may be terminated for violation of any clause or violation of the Workforce Innovation and Opportunity Act, or Local, State or Federal law. If the Worksite is negligent in the responsibilities agreed to in Section 2, Worksite Responsibilities, the Grantee may choose, based on local policy, to not only terminate the Agreement, but to no longer contract with the Worksite at a future date. The agreement may also be terminated upon two-week written notice from either party.

**SECTION 7. Equal Opportunity and Nondiscrimination Statement:**

All Recipients, and Sub recipients/Sub grantees must comply with WIOA’s Equal Opportunity and Nondiscrimination provisions which prohibit discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title-I financially assisted program or activity.

**SECTION 8. Certification and Approval:**

The signatures below constitute understanding and agreement of the terms set forth in this document.

\_\_\_\_\_  
Worksite Representative Date

\_\_\_\_\_  
WIOA Grantee Date





WIOA Worksite Agreement Number:

**PART II: WIOA Trainee Work Plan**

A WIOA Trainee Work Plan must be attached to the WIOA Worksite Terms and Conditions for each Trainee.

*I certify that the above WIOA Trainee Work Plan is correct.*

Trainee Information			
Trainee Name:		Trainee Telephone:	
Participant ID:		Program:	<input checked="" type="checkbox"/> Adult <input type="checkbox"/> DLW <input type="checkbox"/> Youth <input checked="" type="checkbox"/> IS <input type="checkbox"/> OOS
Emergency Contact:		Emergency Contact Telephone:	
Worksite Information			
Worksite:			
Worksite Address:		Worksite Telephone:	
		Days/Hours of	
Supervisor:		Telephone:	
Alternate Supervisor (if applicable):		Telephone:	
General Training Information			
Job Title:		Hourly Wage:	
		Maximum Hours (optional):	
Work Schedule:			
Work Location:			
Estimated Start Date:		Estimated End Date:	
Duties and Responsibilities			
1.		5.	
2.		6.	
3.		7.	
4.		8.	

\_\_\_\_\_  
Trainee Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Worksite Supervisor Signature\_\_\_\_\_  
Date\_\_\_\_\_  
WIOA Representative Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Alternate Supervisor Signature\_\_\_\_\_  
Date

If a Trainee Work Plan is being modified for any reason **other than changing Worksites**, complete the modification section below. If the Trainee is changing Worksites, a NEW Trainee Work Plan must be completed and attached to the corresponding WIOA Worksite Terms and Conditions.

Modification 1	Modification 2
Date:	Date:
Modification:	Modification:
Reason:	Reason:

*I certify that the above modification information is correct, and the Trainee and Worksite Supervisor have participated in its development*\_\_\_\_\_  
WIOA Representative Signature\_\_\_\_\_  
Date\_\_\_\_\_  
WIOA Representative Signature\_\_\_\_\_  
Date

Oklahoma Works, a proud partner of the American Job Center Network

## WIOA Work Experience Trainee Evaluation

### Trainee Information

Trainee Name:		Participant ID (PID):	
Start Date:		End Date:	
		Job Title:	

### Worksite Information

Worksite:			
Worksite Address:	Worksite Telephone:		
	Days/Hours of Operation:		
Supervisor:	Telephone:		
Alternate Supervisor:	Telephone:		

Please rate the Trainee for each characteristic utilizing the following scale:  
1 = Unsatisfactory 2 = Satisfactory 3 = Good 4 = Excellent

Item	Initial Rating	Mid-Term Rating	Final Rating
<b>1. Cooperative</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
<b>2. Follows Directions</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
<b>3. Responsible</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
<b>4. Takes Initiative</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
<b>5. Skills Progress</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
<b>6. Appearance</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
<b>7. Attendance</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
<b>8. Punctuality</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
<b>9. Integrity</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
<b>10. Productivity</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
<b>11. Work Quality</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
<b>12. Conduct/Attitude</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
<b>Average Rating: (Total Points ÷ 12)</b>			
<b>Comments:</b>			
<b>Date of Evaluation:</b>			
Certification			
<i>I have discussed this performance evaluation with the Trainee, and certify that I have evaluated the skills objectively.</i>			
<b>Supervisor Signature:</b>			
<i>This performance evaluation has been discussed with me, and I certify that I have received training in the skills listed.</i>			
<b>Trainee Signature:</b>			

## *WIOA Work Experience Worksite Orientation*

Worksite: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Worksite Address: \_\_\_\_\_

Worksite Supervisor: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Alternate Supervisor: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

### **Acknowledgement of Receipt**

This is to certify that I have received, read, and understand the rules, regulations, and instructions contained in this orientation packet. I have also received a copy of the job description(s) of the participant(s) whom I will be supervising.

\_\_\_\_\_  
Worksite Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alternate Supervisor Signature (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
WIOA Representative Signature

\_\_\_\_\_  
Date

Oklahoma Works, a proud partner of the American Job Center Network

Green Country Works is an Equal Opportunity Employer. Program Auxiliary Aids and Services are available upon request to Individuals with disabilities. Services are made available in whole or in part by funds from the U.S. Department of Labor as administered by the Oklahoma Office of Workforce Development.

Voice: 1-800-522-8506 and TDD/TTY: 1-800-722-0353

## WIOA Work Experience Incident Report

Worksite Supervisor: Please complete the following information and submit to: \_\_\_\_\_

WORKSITE INFORMATION							
<b>Worksite:</b>							
<b>Worksite Address:</b>				<b>Worksite Telephone:</b>			
				<b>Days/Hours of Operation:</b>			
<b>Supervisor:</b>					<b>Telephone:</b>		
<b>Alternate Supervisor (if applicable):</b>				<b>Telephone:</b>			
TRAINEE INFORMATION							
<b>Trainee Name:</b>					<b>Telephone:</b>		
<b>Trainee Address:</b>			<b>City:</b>			<b>Zip:</b>	
INCIDENT INFORMATION							
<b>Location of Incident:</b>			<b>Date:</b>			<b>Time:</b>	
<b>Description of Incident:</b>							
<b>Injury Sustained:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No		<b>Type of Injury:</b>				
<b>Medical Treatment Received:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No		<b>Name of Physician:</b>				
<b>Physician Address:</b>			<b>City:</b>			<b>Zip:</b>	
COMPLETE THIS SECTION ONLY IF THE INCIDENT WAS REPORTED TO THE POLICE							
<b>Police Station Name/Number:</b>							
<b>Police Station Address:</b>			<b>City:</b>			<b>Zip:</b>	
<b>Officer Name:</b>					<b>Telephone:</b>		
CERTIFICATION							
<b>Worksite Supervisor</b>					<b>Date:</b>		
<b>Trainee Signature:</b>					<b>Date:</b>		